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Doc#. 1209557030 fee: \$56.00
Date: 04/04/2012 08:17 AM Pg: 1 of 5
Cook County Recorder of Deeds
*RHSP FEE \$10.00 Applied

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This Instrument Prepared by:

Wells Fargo
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

Parcel#: N/A

56322690-1207328 [Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX3603-0001

Reference Number: 113061791347

**SUBORDINATION AGREEMENT FOR
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 3/5/2012

Owner(s): BENJAMIN J O'MALLEY

Current Lien Amount: \$21,700.00.

Senior Lender: FLAGSTAR BANK, FSB, Its Successors And/or Assigns

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 1250 N LASALLE ST APT 1208, CHICAGO, IL 60610

Inst# 1208908487

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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

BENJAMIN J O'MALLEY, (irdividually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Mortgage (With Future Advance Clause) (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached See Exhibit A

which document is dated the 10th day of October, 2003, which was filed in Document ID# 0329602020 at page N/A (or as No. N/A) of the Records of the Office of the Recorder of the County of COOK, State of Illinois. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to BENJAMIN J O'MALLEY (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$140,500.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

UNOFFICIAL COPY**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By

(Signature)

*Lisa M Sowers***MAR 05 2012**

Date

Lisa M. Sowers

(Printed Name)

Officer

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)

)ss.

COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 5 day of March, 2012, by Lisa M. Sowers, as Officer of Wells Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Sandra Jean Lucas

(Notary Public)

Sandra Jean Lucas
Notary Public 239947
Commonwealth of Virginia
My Commission Expires April 30, 2016

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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 17-04-221-063-1254 (Tax Amount is \$247.37), 17-04-221-063-1120 (Tax Amount is \$1,317.76)

Land Situated in the County of Cook in the State of IL

PARCEL 1:

UNIT 1208 AND UNIT P-160A IN 1250 NORTH LASALLE CONDOMINIUM AS DELINEATED ON AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

PARTS OF LOTS 1 TO 5 INCLUSIVE, IN DICKINSON, MULLER AND MCKINLAY'S SUBDIVISION OF SUB-LOT 21 IN THE RESUBDIVISION OF LOT 43 (EXCEPT THE NORTH 120 FEET THEREOF) AND OF SUB-LOTS 1 TO 21 BOTH INCLUSIVE IN REEVE'S SUBDIVISION OF LOTS 44, 47, 48, 57 AND 58 INCLUSIVE IN BRONSON'S ADDITION TO CHICAGO; AND THE EAST 101 FEET OF LOTS 59 AND 60 IN SAID BRONSON'S ADDITION, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT, HOWEVER, THAT PART OF SAID PREMISES LYING BETWEEN THE WEST LINE OF LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET) IN COOK COUNTY, ILLINOIS.

ALSO

PARTS OF LOTS 15 TO 20 INCLUSIVE, IN THE RESUBDIVISION OF LOT 43 (EXCEPT THE NORTH 120 FEET THEREOF) AND OF SUB-LOTS 1 TO 21, BOTH INCLUSIVE, IN REEVE'S SUBDIVISION OF LOTS 44, 47, 48, 57 AND 58 IN BRONSON'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT HOWEVER, FROM SAID PREMISES THAT PART THEREOF LYING BETWEEN THE WEST LINE OF NORTH LASALLE STREET AND A LINE 14 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF NORTH LASALLE STREET, CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED NOVEMBER 19, 1931 AND RECORDED DECEMBER 22, 1931 AS DOCUMENT NUMBER 11022266) IN COOK COUNTY ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 25, 2000 AS DOCUMENT NUMBER 00745214, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR AIR RIGHTS AS DISCLOSED BY DECLARATION OF EASEMENTS AND RESTRICTIONS DATED SEPTEMBER 5, 2000 AND RECORDED SEPTEMBER 15, 2000 AS DOCUMENT NUMBER 00718025 MADE BY 1250 LLC AN ILLINOIS LIMITED LIABILITY COMPANY AS

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AMENDED BY FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS RECORDED
NOVEMBER 29, 2000 AS DOCUMENT NUMBER 00935984.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR SUPPORT, COMMON WALLS, CEILINGS AND FLOORS,
EQUIPMENT AND UTILITIES, INGRESS AND EGRESS AS DISCLOSED BY AGREEMENT AND DECLARATION
OF EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS DATED SEPTEMBER 23, 2003 AND
RECORDED SEPTEMBER 26, 2003 AS DOCUMENT NUMBER 0326931151 MADE BY 1250 LLC, AN ILLINOIS
LIMITED LIABILITY COMPANY AND 1250 NORTH LASALLE CONDOMINIUM ASSOCIATION, AN ILLINOIS
NOT-FOR-PROFIT CORPORATION.

Commonly known as: 1250 North La Salle Drive Apartment 1208, Chicago, IL 60610-8021

Property of Cook County Clerk's Office